

Douglas E. Dexter (State Bar No. 115868)
ddexter@fbm.com
Rebecca H. Stephens (State Bar No. 299234)
rstephens@fbm.com
Corina Gallardo (State Bar No. 331466)
cgallardo@fbm.com
Farella Braun + Martel LLP
One Bush Street, Suite 900
San Francisco, California 94104
Telephone: (415) 954-4400
Facsimile: (415) 954-4480

Attorneys for AMAZON.COM SERVICES LLC

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

CESAR TLATELPA,

Plaintiff,

vs.

AMAZON.COM SERVICES LLC, a
Delaware Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 1:24-cv-00605-KES-CDB

**STIPULATED PROTECTIVE
ORDER AS MODIFIED**

Judge: Hon. Christopher D. Baker

Trial Date: September 4, 2026

The Court acknowledges the parties' representation that at least some of the documents and information ("materials") being sought through discovery in the above-captioned action are, for competitive reasons, normally kept confidential by the parties. The parties have agreed to be bound by the terms of this Protective Order ("Order") in this action.

The materials to be exchanged throughout the course of the litigation between the parties may contain private information of Plaintiff or other individuals who were employed by or engaged by Defendant, such as medical and personnel files; as well as potential trade secret or other confidential research; technical, cost, price, marketing or other commercial information, as is contemplated by Federal Rule of

Civil Procedure 26(c)(1)(G). The purpose of this Order is to protect the confidentiality of such materials as much as practical during the litigation.

THEREFORE:

DEFINITIONS

1. The term “confidential information” will mean and include information contained or disclosed in any materials, including documents, portions of documents, answers to interrogatories, responses to requests for admissions, trial testimony, deposition testimony, and transcripts of trial testimony and depositions, including data, summaries, and compilations derived therefrom that is deemed to be confidential information by any party to which it belongs.

2. The term “materials” will include, but is not be limited to: documents; correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other material that identify customers or potential customers; price lists or schedules or other matter identifying pricing; minutes; telegrams; letters; statements; cancelled checks; contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk diaries; appointment books; expense accounts; recordings; photographs; motion pictures; compilations from which information can be obtained and translated into reasonably usable form through detection devices; sketches; drawings; notes (including laboratory notebooks and records); reports; instructions; disclosures; other writings; models and prototypes and other physical objects.

3. The term “counsel” will mean outside counsel of record, and other attorneys, paralegals, secretaries, and other support staff employed in the law firms identified below:

Farella Braun + Martel LLP

Domb & Rauchwerger LLP

“Counsel” also includes in-house attorneys for Defendant Amazon.com Services LLC.

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GENERAL RULES

4. Each party to this litigation that produces or discloses any materials, answers to interrogatories, responses to requests for admission, trial testimony, deposition testimony, and transcripts of trial testimony and depositions, or information that the producing party believes should be subject to this Protective Order may designate the same as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY.”

a. Designation as “CONFIDENTIAL”: Any party may designate information as “CONFIDENTIAL” only if, in the good faith belief of such party and its counsel, the unrestricted disclosure of such information could be potentially prejudicial to the business or operations of such party.

b. Designation as “CONFIDENTIAL - FOR COUNSEL ONLY”: Any party may designate information as “CONFIDENTIAL - FOR COUNSEL ONLY” only if, in the good faith belief of such party and its counsel, the information is among that considered to be most sensitive by the party, including but not limited to trade secret or other confidential research, development, financial or other commercial information.

5. Whenever a deposition taken on behalf of any party involves a disclosure of confidential information of any party:

a. the deposition or portions of the deposition must be designated as containing confidential information subject to the provisions of this Order; such designation must be made on the record whenever possible, but a party may designate portions of depositions as containing confidential information after transcription of the proceedings; [A] party will have until fourteen (14) days after receipt of the deposition transcript to inform the other party or parties to the action of the portions of the transcript to be designated “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY.”

1 b. the disclosing party will have the right to exclude from attendance
2 deposition, during such time as the confidential information is to be disclosed,
3 any person other than the deponent, counsel (including their staff and
4 associates), the court reporter, and the person(s) agreed upon pursuant to
5 paragraph 8 below; and

6 c. the originals of the deposition transcripts and all copies of the
7 deposition must bear the legend “CONFIDENTIAL” or “CONFIDENTIAL -
8 FOR COUNSEL ONLY,” as appropriate, and the original or any copy
9 ultimately presented to a court for filing must not be filed unless it can be
10 accomplished under seal, identified as being subject to this Order, and protected
11 from being opened except by order of this Court.

12 6. All confidential information designated as “CONFIDENTIAL” or
13 “CONFIDENTIAL FOR COUNSEL ONLY” must not be disclosed by the receiving
14 party to anyone other than those persons designated within this order and must be
15 handled in the manner set forth below and, in any event, must not be used for any
16 purpose other than in connection with this litigation, unless and until such designation
17 is removed either by agreement of the parties, or by order of the Court.

18 7. Information designated “CONFIDENTIAL - FOR COUNSEL ONLY”
19 must be viewed only by counsel (as defined in paragraph 3) of the receiving party, and
20 by independent experts

21 8. Information designated “confidential” must be viewed only by counsel
22 (as defined in paragraph 3) of the receiving party, by independent experts (pursuant to
23 the terms of paragraph 8), by court personnel, and by the additional individuals listed
24 below, provided each such individual has read this Order in advance of disclosure and
25 has agreed in writing to be bound by its terms:

26 a. Plaintiff
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1 b. Witnesses in the action that are expected to provide deposition or
2 trial testimony, and/or witnesses who are already familiar with such documents
3 in the ordinary course of business as a result of their job duties;

4 c. Executives who are required to participate in policy decisions with
5 reference to this action;

6 d. Technical personnel of the parties with whom Counsel for the
7 parties find it necessary to consult, in the discretion of such counsel, in
8 preparation for trial of this action; and

9 e. Stenographic and clerical employees associated with the
10 individuals identified above.

11 9. With respect to material designated “CONFIDENTIAL” or
12 “CONFIDENTIAL – FOR COUNSEL ONLY,” any person indicated on the face of
13 the document to be its originator, author or a recipient of a copy of the document, may
14 be shown the same.

15 10. All information which has been designated as “CONFIDENTIAL” or
16 “CONFIDENTIAL -FOR COUNSEL ONLY” by the producing or disclosing party,
17 and any and all reproductions of that information, must be retained in the custody of
18 the counsel for the receiving party identified in paragraph 3, except that independent
19 experts authorized to view such information under the terms of this Order may retain
20 custody of copies such as are necessary for their participation in this litigation.

21 11. Before any materials produced in discovery, answers to interrogatories,
22 responses to requests for admissions, deposition transcripts, or other documents which
23 are designated as confidential information are filed with the Court for any purpose, the
24 party seeking to file such material must seek permission of the Court to file the
25 material under seal.

26 12. No document shall be filed under seal unless counsel secures a court
27 order allowing the filing of a document under seal. An application to file a document
28 under seal shall be served on opposing counsel, and on the person or entity that has

1 custody and control of the document, if different from opposing counsel. If opposing
2 counsel, or the person or entity who has custody and control of the document, wishes
3 to oppose the application, he or she must contact the chambers of the judge who will
4 rule on the application, to notify the judge's staff that an opposition to the application
5 will be filed.

6 13. At any stage of these proceedings, any party may object to a designation
7 of the materials as confidential information. The party objecting to confidentiality
8 must notify, in writing, counsel for the designating party of the objected-to materials
9 and the grounds for the objection. If the dispute is not resolved consensually between
10 the parties within fourteen (14) days of receipt of such a notice of objection, the party
11 seeking to preserve the "CONFIDENTIAL" or "CONFIDENTIAL – FOR COUNSEL
12 ONLY" designation may, following the parties' completion of the Court's mandatory
13 informal discovery dispute procedures, move the Court for a ruling on the objection. If
14 the party seeking to preserve the designation does not file a motion within the fourteen
15 (14) days following the objection to the designation, the material will lose its
16 designation. The materials at issue must be treated as confidential information, as
17 designated by the designating party, until the fourteen (14) days has passed in the
18 event the party seeking to preserve the designated status does not file a motion, or
19 until a Court has ruled on the objection in the event a motion is filed to preserve the
20 designation. .

21 14. All confidential information must be held in confidence by those
22 inspecting or receiving it, and must be used only for purposes of this action. Counsel
23 for each party, and each person receiving confidential information must take
24 reasonable precautions to prevent the unauthorized or inadvertent disclosure of such
25 information. If confidential information is disclosed to any person other than a person
26 authorized by this Order, the party responsible for the unauthorized disclosure must
27 immediately bring all pertinent facts relating to the unauthorized disclosure to the
28 attention of the other parties and, without prejudice to any rights and remedies of the

1 other parties, make every effort to prevent further disclosure by the party and by the
2 person(s) receiving the unauthorized disclosure.

3 15. No party will be responsible to another party for disclosure of
4 confidential information under this Order if the information in question is not labeled
5 or otherwise identified as such in accordance with this Order.

6 16. If a party, through inadvertence, produces any confidential information
7 without labeling or marking or otherwise designating it as such in accordance with
8 this Order, the designating party may give written notice to the receiving party that the
9 document or thing produced is deemed confidential information, and that the
10 document or thing produced should be treated as such in accordance with that
11 designation under this Order. The receiving party must treat the materials as
12 confidential, once the designating party so notifies the receiving party. If the receiving
13 party has disclosed the materials before receiving the designation, the receiving party
14 must notify the designating party in writing of each such disclosure. Counsel for the
15 parties will agree on a mutually acceptable manner of labeling or marking the
16 inadvertently produced materials as “CONFIDENTIAL” or “CONFIDENTIAL - FOR
17 COUNSEL ONLY” - SUBJECT TO PROTECTIVE ORDER.

18 17. Nothing within this order will prejudice the right of any party to object to
19 the production of any discovery material on the grounds that the material is protected
20 as privileged or as attorney work product.

21 18. Nothing in this Order will bar counsel from rendering advice to their
22 clients with respect to this litigation and, in the course thereof, relying upon any
23 information designated as confidential information, provided that the contents of the
24 information must not be disclosed.

25 19. This Order will be without prejudice to the right of any party to oppose
26 production of any information for lack of relevance or any other ground other than the
27 mere presence of confidential information. The existence of this Order must not be
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1 used by either party as a basis for discovery that is otherwise improper under the
2 Federal Rules of Civil Procedure.

3 20. Nothing within this order will be construed to prevent disclosure of
4 confidential information if such disclosure is required by law or by order of the Court.

5 21. Upon final termination of this action, including any and all appeals,
6 counsel for each party must, upon request of the producing party, return all
7 confidential information to the party that produced the information, including any
8 copies, excerpts, and summaries of that information, or must destroy same at the
9 option of the receiving party, and must purge all such information from all machine-
10 readable media on which it resides. Notwithstanding the foregoing, counsel for each
11 party may retain all pleadings, briefs, memoranda, motions, and other documents filed
12 with the Court that refer to or incorporate confidential information, and will continue
13 to be bound by this Order with respect to all such retained information. Further,
14 attorney work product materials that contain confidential information need not be
15 destroyed, but, if they are not destroyed, the person in possession of the attorney work
16 product will continue to be bound by this Order with respect to all such retained
17 information.

18 22. Upon final termination of this action, including any and all appeals, the
19 Court shall destroy all confidential or sealed documents within 90 days. Any action
20 taken to destroy such material must be preceded by an *ex parte* motion for an order
21 authorizing the destruction thereof.

22 23. The restrictions and obligations set forth within this order will not apply
23 to any information that: (a) the parties agree should not be designated confidential
24 information; (b) the parties agree, or the Court rules, is already public knowledge; (c)
25 the parties agree, or the Court rules, has become public knowledge other than as a
26 result of disclosure by the receiving party, its employees, or its agents in violation of
27 this Order; or (d) has come or will come into the receiving party's legitimate
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1 knowledge independently of the production by the designating party. Prior knowledge
2 must be established by pre-production documentation.

3 24. The restrictions and obligations within this order will not be deemed to
4 prohibit discussions of any confidential information with anyone if that person already
5 has or obtains legitimate possession of that information.

6 25. Transmission by email or some other currently utilized method of
7 transmission is acceptable for all notification purposes within this Order.

8 26. This Order may be modified by agreement of the parties, subject to
9 approval by the Court.

10 27. Without separate court order, this Order and the parties' stipulation does
11 not change, amend, or circumvent any court rule or local rule.

12 28. The Court may modify the terms and conditions of this Order for good
13 cause, or in the interest of justice, or on its own order at any time in these proceedings.
14 The parties prefer that the Court provide them with notice of the Court's intent to
15 modify the Order and the content of those modifications, prior to entry of such an
16 order.

17 IT IS SO ORDERED.

18 Dated: May 23, 2025

19 
20 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Eastern District of California on
May 23, 2025, in the case of *Cesar Tlatelpa v. Amazon.com Services, LLC*, Case No.
1:24-cv-00605-KES-CDB. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Eastern District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____